

# Exhibit 20: DMA Agreement

Nacogdoches County  
June Clifton  
Nacogdoches County Clerk  
Nacogdoches, Texas 75961



70 2018 00009233

Instrument Number: 2018-9233

Recorded On: December 04, 2018  
As  
Recording

Parties: DMA PROPERTIES INC

Billable Pages: 3

To BLACK DUCK PROPERTIES LLC

Number of Pages: 4

Comment: AGREEMENT AFFIDAVIT

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

Recording	34.00
Total Recording:	34.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2018-9233  
Receipt Number: 126635  
Recorded Date/Time: December 04, 2018 09:50:00A  
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User / Station: J Allen - Cashier Station 01

**Record and Return To:**

JOHNS & COUNSEL  
14101 US HWY 290  
AUSTIN TX 78737

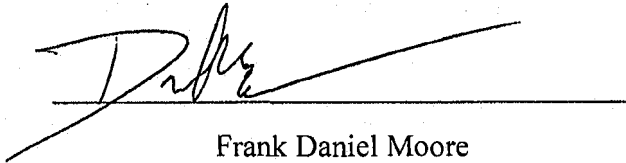


I hereby certify that this instrument was filed on the date  
and time stamped here on and was duly recorded in the  
Official Public Records in Nacogdoches County, Texas

JUNE CLIFTON  
NACOGDOCHES COUNTY CLERK

AGREEMENT AFFIDAVIT

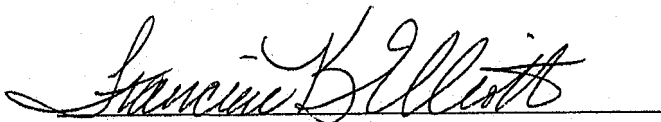
I, Frank Daniel Moore, acting on behalf of DMA Properties, Inc. as its sole member and President did in February 2018 resign from Black Duck Properties, LLC in exchange for transferring interest in several business deals and such certain interest being assigned, transferred or created to and for DMA Properties, Inc. from Black Duck Properties, LLC in exchange for my resignation in Black Duck Properties, LLC being agreed to. DMA Properties, Inc. and Black Duck Properties, LLC fully executed an agreement regarding the "P-21 Express Pipeline" Right-of-Way that runs through Angelina, Nacogdoches, Shelby, and Rush counties in the state of Texas. The "AGREEMENT" was executed on February 7, 2018, a copy of which is attached as Exhibit "A" hereto.



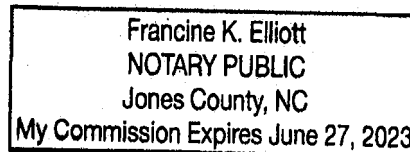
Frank Daniel Moore

Before me, the undersigned authority, on this day personally appeared Frank Daniel Moore, known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that Frank Daniel Moore executed the same as the act of DMA Properties, Inc. as its President and as signed in Exhibit "A" hereto and for the consideration therein expressed.

Given under my hand and seal of office this 27<sup>th</sup> day of November 2018.



Notary Public, State of North Carolina



My commission expires: June 27, 2023

FILED AS  
PRESENTED

Rusk County

**AGREEMENT**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of February 2018 by and between DMA PROPERTIES, INC., a South Carolina corporation and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company.

**Witnesseth:**

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:


1. Consideration: DMA Properties, Inc. shall be paid twenty percent (20%) (Net Profits Share") of the Net Profits from Black Duck Properties, LLC or its successors or assigns during the period of time beginning on the date of first written above (the "Period").
  - a. Net Profits shall mean gross revenues actually received by Black Duck Properties, LLC., or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
  - b. Black Duck Properties, LLC.'s obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and Black Duck Properties, LLC. binds its successors and assigns to the payment of the Net Profits Share.

The parties agree to execute such other and additional legal instruments, consents, ratifications and other matters as may be reasonably required in order to effectuate the intent of this Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

Each party hereby warrants:

- a.) That it has full power and authority to enter into this Agreement.
- b.) That such entry and the performance of its obligations under these terms and conditions will not breach any other agreement to which it is a party or by which it is bound.

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INITIAL: L.M.W. 

INITIAL: F.D.M. 

- c.) That it has taken all necessary actions and obtained all relevant consents approvals and/or authorizations to enable it to lawfully and effectively enter into and perform its obligations under this agreement.
- d.) Each party agrees that upon this agreement being fully executed that this will become the ONLY valid agreement between the parties AND this agreement as mentioned in the binding "EMAIL AGREEMENT" ONLY IN REGARDS to the P-21 Express Pipeline that, both parties agree that this agreement satisfies the duties ( in the Email Agreement ) regarding ONLY the P-21 Express Pipeline and that all other prior agreements or duties of any kind that relate to the P-21 Express Pipeline are NULL AND VOID.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the close of business on the date first above written.

DMA PROPERTIES, INC.

By: 

Frank Daniel Moore, Principal

BLACK DUCK PROPERTIES, LLC

By: 

Larry M. Wright, Manager

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STATE OF TEXAS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Rusk County, Texas as stamped hereon by me.

COUNTY OF RUSK

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Dec 04, 2018 11:19A

TRUDY MCGILL,  
COUNTY CLERK  
RUSK COUNTY, TEXAS

Dec 04, 2018 11:19A

TRUDY MCGILL, COUNTY CLERK

RUSK COUNTY, TEXAS

By: Alesha Richmond, DEPUTY